

Application Number 10/714,758
Amendment dated August 3, 2007
Responsive to Office Action mailed April 3, 2007

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REMARKS

This Amendment is responsive to the Office Action dated April 3, 2007. Applicant has amended claims 55, 74, 77, 83 and 177. Claims 1-64, 66-79, 81-156 and 158-177 are pending, with claims 1-54 and 88-155 being withdrawn in response to a Restriction Requirement.

Interview Summary

Applicant would like to thank the Examiner for discussing the Office Action via telephonic interview on July 12, 2007. Applicant's Representative (the undersigned) and the Examiner participated in the interview. During the telephonic interview, the Applicant and the Examiner discussed (the examination history of this application, (the Response to Arguments section of the Office Action, and the rejections of Applicant's claims under 35 U.S.C. § 102(e) in view of U.S. 2001/0010463 by Hahn-Carlson et al. (Hahn-Carlson).

Applicant's Representative generally described the fundamental differences between Applicant's claimed invention and the system described by Hahn-Carlson. Applicant's Representative also described specific differences between the features recited by claims 55, 171, 172 and 177, as previously presented, and the system of Hahn-Carlson. The numerous differences between the teachings of Hahn-Carlson and the features recited in Applicant's claims are discussed in greater detail below.

The Examiner suggested amendment of Applicant's claims for the purpose of clarification. In particular, the Examiner suggested amending the claims to further clarify the compliance monitoring limitations therein. During the interview, no specific amendments were proposed, no exhibits were introduced, and no agreements were reached.

Claim Rejection Under 35 U.S.C. § 102

The Office Action rejected claims 55-64, 66-79, 81-87 and 156-177 under 35 U.S.C. § 102(e) as being anticipated by Hahn-Carlson. Applicant respectfully traverses the rejection to the extent such rejection may be considered applicable to the amended claims. Hahn-Carlson fails to disclose each and every feature of the claimed invention, as required by 35 U.S.C. § 102(e), and provides no teaching that would have suggested the desirability of modification to include such features.

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Independent claims 55, 74, 83 and 177

In accordance with the Examiner's suggestion during the Interview, Applicant has amended each of independent claims 55, 74, 83 and 177 for purposes of clarification. In particular, Applicant has amended each of the independent claims to clarify that the compliance monitoring features recited in those claims involve monitoring whether a seller has complied with the commitment to the selling practice during previous interactions with previous buyers. For example, Applicant has amended each of independent claims 55, 74 and 177 such that they recite a method comprising monitoring compliance with the commitment during previous interactions with previous buyers. Applicant has similarly amended claims 83 to recite a system comprising a datastore configured to store data reflecting whether the online entity has complied with the selling practice during previous interactions with previous buyers, and a server configured to automatically control whether a media object comprising an electronic seal of certification is communicated to a device for presentment to a potential buyer based on whether the stored data indicates compliance with the selling practice by the entity during previous interactions with previous buyers.

As described in Applicant's specification, one of the difficulties a potential buyer faces when engaging in electronic commerce is that the buyer typically has difficulty knowing or understanding the trustworthiness of a seller with which the buyer may wish to do business.¹ Embodiments according to the independent claims address this problem by monitoring the compliance of a seller or online entity with a previously agreed upon selling practice during previous interactions with previous buyers. Embodiments according to the independent claims may take, or not take, one or more actions that indicate to the potential buyer whether the seller or online entity is trustworthy. More particularly, the embodiments take, or do not take, such actions based on whether or not the seller has complied with the agreed upon selling practice during its previous dealings with previous buyers.

For example, in addition to the monitoring of compliance during previous interactions with previous buyers, independent claim 55 requires automatically restricting display of the online entity as a result of a search engine when the entity fails to comply with the commitment to the selling practice. Independent claim 55 further requires delivering a media object to a

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device for presentment to the potential buyer, the media object representative of the commitment and comprising an electronic seal of certification, when the entity complies with the commitment to the selling practice.

Independent claims 74 and 177 similarly recite a media object delivered to a potential buyer that is representative of the commitment to the selling practice and comprises an electronic seal of certification. Independent claims 74 and 177 require updating the media object to indicate lack of compliance with the selling practice when the monitoring step indicates lack of compliance by the seller.

Similarly, independent claim 83 recites a system comprising a server configured to control the display of a media object representative of the commitment and comprising an electronic seal of certification, and to automatically control whether the media object is communicated to a device for presentment to the potential buyer based on whether the stored data of the datastore indicates the commitment and compliance with the selling practice by the entity during the previous interactions with the previous buyers.

Hahn-Carlson is not in any way concerned with indicating to a potential buyer whether a seller is trustworthy. Hahn-Carlson does not disclose or suggest monitoring whether a seller has complied with a selling practice during previous interactions with previous buyers, as required by Applicant's independent claims. Furthermore, Hahn-Carlson does not disclose or suggest taking, or not taking, one or more actions that indicate to the potential buyer whether the seller or online entity is trustworthy based on whether or not the seller has complied in with the agreed upon selling practice during its previous dealings with previous buyers, as required by Applicant's independent claims. Hahn-Carlson contains no teachings related to these concepts. Instead, Hahn-Carlson merely describes a system to facilitate establishing and implementing contracts between two parties.²

The Office Action argued that the teachings in Hahn-Carlson related to a buyer monitoring whether the seller has delivered the goods required by a contract between that buyer and seller is compliance monitoring within the meaning of Applicant's claims. However, monitoring whether a seller complies with a contract established with a current buyer, as taught

¹ Paragraph [0003].

² Hahn-Carlson, paragraph [0002].

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by Hahn-Carlson, is contrary to the requirements of Applicant's amended independent claims. In particular, monitoring compliance with a contract with a current buyer is not the same as, and does not remotely suggest, monitoring compliance with a commitment during previous interactions with previous buyers, as required by Applicant's amended independent claims.

Furthermore, Hahn-Carlson does not suggest providing any sort of indication to some, future, potential buyer, whether or not the seller delivered the goods required by the contract. Hahn-Carlson certainly does not disclose or suggest controlling delivery of a media object that includes an electronic seal of certification to a potential buyer, or updating such a media object, when the seller complies with the commitment to the selling practice, as required by Applicant's independent claims 55, 74, 83 and 177. Additionally, Hahn-Carlson does not disclose or suggest automatically restricting display of the online entity as a result of a search engine when the entity fails to comply with the commitment to the selling practice, as further required by independent claim 55. Instead, as recognized in the Office Action, Hahn-Carlson merely discloses paying or not paying the seller based on whether or not the seller has delivered the goods according to the contract. Paying or not paying the seller does not involve a media object comprising an electronic seal of certification, or a restricting the display of an entity as a result of a search engine.

Additionally, independent claim 177 requires that the commitment to the selling practice comprises at least one of a commitment to participate in a post-sale online dispute resolution process, a commitment to disclose a post-sale service policy, or a commitment to a buyer guarantee that addresses post-sale buyer dissatisfaction. Hahn-Carlson does not disclose or suggest this additional requirement of independent claim 177. The Office Action argued that the commitment to deliver goods described in Hahn-Carlson was the commitment required by Applicant's independent claims. However, a commitment to deliver goods is not in any way similar to or suggestive of a commitment to participate in a post-sale online dispute resolution process, a commitment to disclose a post-sale service policy, or a commitment to a buyer guarantee that addresses post-sale buyer dissatisfaction.

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Dependent claims

Hahn-Carlson also fails to disclose or suggest the requirements of a number of Applicant's dependent claims. For example, as described in Applicant's previous Amendment, Hahn-Carlson fails to disclose or suggest a commitment to a buyer guarantee prior to interaction with a potential buyer, or monitoring compliance with such a guarantee, or updating or controlling presentation of a media object comprising an electronic seal of certification based on whether the entity complies with such a pre-commitment, as required by claims 57, 76 and 85. As described in the previous response, Hahn-Carlson makes no mention of a unique media object representative of the commitment and a non-unique second media object supplied by a system associated with the online marketplace, as recited by amended claim 67, or allowing a potential buyer to request information about the commitment to the selling practice by the online entity by clicking on a media object representative of the commitment and comprising an electronic seal of certification, as required by claim 69. As described in the previous response, Hahn-Carlson also fails to mention anything resembling a reputation rating of an online entity, much less monitoring such a reputation rating to determine compliance and thereby determine whether to modify a media object including a seal of certification, as required by claim 165.

These claims, and the associated arguments presented in Applicant's previous Amendment, were not even addressed in the Office Action. Applicant respectfully requests an indication that these claims are allowable, or some explanation supporting their continued rejection.

Furthermore, for the reasons discussed above with respect to independent claim 177, Hahn-Carlson fails to disclose or suggest an online entity committing to at least one of participation in a post-sale online dispute resolution process, disclosing a post-sale service policy, or a buyer guarantee that addresses post-sale buyer dissatisfaction, prior to interaction with a potential buyer in an online marketplace, as required by dependent claims 171, 173 and 175.

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Additionally, dependent claims 172, 174 and 176 specifically limit the commitment to the selling practice to a commitment to participate in a post-sale dispute resolution system. Hahn-Carlson does mention resolving disputes, but does not suggest: (1) that the seller must commit to using a dispute resolution system, (2) monitoring whether or not the seller uses the dispute resolution system, or (3) taking any of the actions required by Applicant's independent claims based whether or not the seller uses the dispute resolution system.

Hahn-Carlson also fails to disclose or suggest the requirements of a number of other dependent claims. The preceding examples should not be considered exhaustive. Applicant respectfully requests that the new Examiner for this application consider the requirements of each dependent claim.

Hahn-Carlson fails to disclose each and every limitation set forth in Applicant's pending claims. For at least this reason, the Office Action has failed to establish a prima facie case for anticipation of Applicant's claims under 35 U.S.C. § 102(e). Withdrawal of this rejection is requested.

CONCLUSION

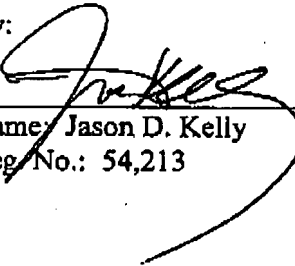
All claims in this application are in condition for allowance. Applicant respectfully requests reconsideration and prompt allowance of all pending claims. Please charge any additional fees or credit any overpayment to deposit account number 50-1778. The Examiner is invited to telephone the below-signed attorney to discuss this application.

Date:

August 3, 2007

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